

FILED
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

2019 JAN 17 PM 12:18

DISTRICT OF UTAH

ELIAS LATOUR,
Plaintiff,
v.
Lending Club Corp.
Defendant.

BY: _____
DEPUTY CLERK
Case: 2:19-cv-00042
Assigned To : Warner, Paul M.
Assign. Date : 1/17/2019
Description: Latour v. Lending Club Corp

COMPLAINT

Elias Latour sues Lending Club Corp. for damages resulting from violations of 15 USC 1681 and 15 USC 1691 et seq and states:

JURISDICTIONAL ALLEGATIONS


1. This is an action for statutory damages for violations of federal law.
2. At all times material to this lawsuit, Elias Latour was a resident of Utah County, Utah.
3. At all times material to this lawsuit, Lending Club Corp. marketed and extended loans to persons located in Utah County, Utah.
4. All acts necessary or precedent to the bringing of this lawsuit occurred or accrued in Utah County, Utah.
5. This Court has jurisdiction.

GENERAL FACTUAL ALLEGATIONS

6. On or about August 3, 2018, Lending Club Corp. performed an analysis of Elias Latour and sent him an advertisement indicating that he had great credit history and would qualify for a loan at a low interest rate of around 10.17 percent APR.
7. On August 20, 2018, Elias Latour solicited a loan through Lending Club Corp., expecting to pay an interest rate around 10.17 percent APR.
8. At that time, Lending Club Corp. made a counter offer to Elias Latour, offering to issue him a loan at an interest rate exceeding 17 percent APR.
9. On August 20, 2018, Elias Latour declined that counter offer and requested a notice of adverse action as required by 15 USC 1681 and 15 USC 1691 et seq. (Exhibit A).
10. On August 20, 2018, Lending Club Corp. refused to provide Elias Latour with the requested adverse action notice (Exhibit B), claiming that "an Adverse Action notice is to inform you that you have been denied credit based on information in a credit report."

11. However, on June 28, 2001, Laura D. Berger, Attorney at the Federal Trade Commission, in a letter to the Plaintiff, clarified that adverse action means "a refusal to grant credit in substantially the amount or on substantially the terms requested in an application unless the creditor makes a counteroffer (to grant credit in a different amount or on different terms) and the applicant uses or expressly accepts the credit offered." (Exhibit C), a definition that expressly contradicts Defendant's claims and condemns its actions.

WHEREFORE, Elias Latour demands judgement for statutory and punitive damages against Lending Club Corp., together with such other and further relief as the Court may deem reasonable and just under the circumstances.

A handwritten signature in cursive script that reads "Elias Latour". The signature is written in dark ink and is positioned above a horizontal line.

Elias Latour, Plaintiff

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Provo, UT 84601